

**THIS AMENDMENT AGREEMENT** of Local Interconnect Charge Arrangements dated 8-Aug- 2019 ("Second Amendment Agreement")

**BETWEEN:**

**AND:**

**RECITALS:**

- A.                and
- entered into a Local Interconnect Charge Arrangements Agreement for the delivery of local traffic across their respective networks dated 7<sup>th</sup> October 2014 (the "Agreement").
- B.        The parties have negotiated and agreed to revise the Agreement as provided in this Amendment Agreement.

**THE PARTIES AGREE as follows:**

**1.        DEFINITIONS AND INTERPRETATIONS**

For the purposes of this Amendment Agreement, all words and expressions defined in the Agreement and Amendment Agreement shall, unless otherwise defined herein or the context otherwise requires, have the same meanings in this Amendment Agreement.

**2.        AMENDMENT**

The parties agree that the local interconnection charge as set out in Annexes 1 to 4 to the Agreement shall apply for the conveying of the Service (as defined in Annex 1) between them with effect from 1 July 2019 to 30 June 2024.

**3.        FULL FORCE AND EFFECT**

This Amendment Agreement shall take effect from 1 July 2019. Save for the amendments set out in Amendment Agreement, all the terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment Agreement, and the Agreement, the provisions of this Amendment Agreement shall prevail to the extent of such inconsistency.

**4. GOVERNING LAW AND JURISDICTION**

This Amendment Agreement shall be construed and interpreted in accordance with the laws of Hong Kong and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any disputes arising from this Amendment Agreement.

**EXECUTED AS AN AGREEMENT**

**Signed for and on behalf of**

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